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**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

Application Number: 09/965,405  
Filing Date: September 26, 2001  
Appellant(s): GUY ET AL.

**MAILED  
OCT 29 2008  
GROUP 3700**

Michael A Goodwin  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed 08/24/08 appealing from the Office action  
mailed 03/24/08.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is correct.

**(4) Status of Amendments After Final**

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

**(5) Summary of Claimed Subject Matter**

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The summary of claimed subject matter contained in the brief is correct.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

**(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

**(8) Evidence Relied Upon**

**(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

1. Claims 1-6 and 8-12 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp et al. (US 6,263,317) in view of Curie et al (US 6,871,232 B2).

As to claim 1, Sharp discloses a method for a first organization to do business comprising: authorizing said second organization to take an order from a customer (i.e. supplier) (col. 3, lines 20-25); receiving payment directly from said customer as a payment for said order taken by said second organization (col. 4, lines 2-4); requiring an organization other than said first organization to ship products not produced by said first organization to said customer (i.e. distribution channel actually used to ship the product (col. 4, lines 36-55). Sharp does not explicitly disclose entering into a contractual relationship with a second organization; said order comprising at least one of: products not produced by said first organization, and services not provided by said first organization requiring an organization other than said first organization to provide services to said customer. However, Curie discloses entering into a contractual relationship with a second organization (i.e. reseller agreements) (see fig. 13). Curie also discloses said order comprising at least one of: products not produced by said first organization, and services not provided by said first organization (i.e. value added services) (col. 28, lines 6-50). Finally, Curie discloses requiring an organization other than said first organization to

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provide services to said customer (i.e. resellers ... value added services) (col. 25, line 53 to col. 26, line 17).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations as disclosed by Curie within Sharp for the motivation of offering additional services not offered by direct sellers thereby providing an incentive and increased choices for customers.

As to claim 2, Sharp does not explicitly disclose a method further comprising: requiring said second organization to provide a second organization service to a customer. However, Curie discloses requiring said second organization to provide a second organization service to a customer (i.e. value added services) (see fig. 9). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations as disclosed by Curie into the system of Sharp for the same motivation as for claim 1 above.

As to claim 3, Sharp does not explicitly disclose the method of claim 1 and further comprising: requiring a third organization to provide a third organization service to said customer. However, Curie discloses requiring an organization other than said first organization to provide services to said customer (i.e. resellers ... value added services) (col. 25, line 53 to col. 26, line 17). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitations as disclosed by Curie into the system of Sharp for the motivation stated for claim 1 above.

As to claim 4, Sharp discloses the method of claim 1 and further comprising: requiring a third organization to ship a third organization product to said customer (i.e. alternative supplier with available inventory) (col. 5, lines 29-55).

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As to claim 5, Sharp discloses the method of claim 4 wherein said requiring a third organization to ship comprises requiring said third organization to ship said third organization product from a facility not controlled by said first organization (col. 5, lines 5-17).

As to claim 6, Sharp discloses the method of claim 4 and further comprising: verifying that said third organization product was received by said customer (col. 8, lines 58-64).

As to claim 8, Sharp discloses the method of claim 1 and further comprising: tracking receipt of said payment by computer (col. 4, lines 2-8).

As to claim 9, Sharp discloses the method of claim 1 and further comprising: paying said second organization a predetermined amount based on said order (col. 4, lines 1-8).

As to claim 10, Sharp discloses the method of claim 9 and further comprising: tracking said paying said second organization by computer (col. 4, lines 1-8).

As to claim 11, Sharp discloses the method of claim 4 and further comprising: paying said third organization for said third organization product (col. 4, lines 1-8).

As to claim 12, Sharp discloses the method of claim 11 and further comprising: tracking said paying said third organization by computer (col. 4, lines 1-8).

2. Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp and Curie as applied to claim 1 above, and further in view of Hogan (US 2001/0002464 A1).

As to claim 7, Sharp and Curie do not explicitly disclose the method of claim 3 and further comprising: verifying that said third organization service was performed by said third organization. However, Hogan discloses verifying that the service was performed by the organization (paragraphs 38 and 41). It would have been obvious to one of ordinary skill in the

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art at the time of Applicant's invention to include the aforementioned limitations as disclosed by Hogan into the combined systems of Sharp and Curie for the motivation of automating equipment servicing and task management to allow access to maintenance reports (paragraph 12).

3. Claims 13 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp as applied to claim 13 above, and further in view of Carpenter et al (US 6,868,401).

As to claim 13, Sharp discloses a method for a first organization to do business comprising; requiring a second organization to take an order for sales items on behalf of the first organization (i.e. supplier) (col. 3, lines 20-25); in response to a determination that the order includes a product distributed by a third organization sending an order for that product to the third organization (i.e. alternative supplier with available inventory) (col. 5, lines 29-55); requiring the third organization to ship the product directly to a customer's address (i.e. distribution channel actually used to ship the product) (col. 4, lines 36-55). Sharp does not explicitly disclose a notification system but Carpenter discloses invoicing the customer after the physical transfer of the property has been completed. In addition, parties to the transaction are notified of their financial obligations (col. 5, lines 7-20). As far as the new limitations about product shipped by the third organization is less than all items distributed that were on the order, it makes complete sense the product shipped by the third organization is less than the other organization because the third organization is sending only product not carried out by the other organization. Most of products are already met by the first two organization so the third organization is only left with very few products.

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It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed in Carpenter within Sharp for the motivation of processing transactions through a computer network and tracks transaction through to completion (col. 2, lines 8-15).

As to claim 15, Sharp does not explicitly disclose invoicing the customer after the third organization notifies the second organization that the product has been shipped. However, Carpenter discloses invoicing the customer after the physical transfer of the property has been completed. In addition, parties to the transaction are notified of their financial obligations (col. 5, lines 7-20).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed in Carpenter within Sharp same reasons given in claim 13.

4. Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp as applied to claim 13 above, and further in view of Work.

As to claim 17, Sharp does not explicitly disclose the method of claim 13 further comprising: requiring the second organization to notify the first organization when the order is incomplete and when the backlog for items on the order that were not shipped is longer than a predetermined number of days. However, Work discloses requiring the second organization to notify the first organization when the order is incomplete (i.e. improper fill rates ... shortages) (paragraphs, 44, 45, 48, and 65) and when the backlog for items on the order that were not shipped is longer than a predetermined number of days (paragraphs, 44, 45, 48, and 65).



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It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed in Work within Sharp for the motivation of tracking vendor compliance with guidelines imposed on distributors, senders, shippers and the like in a supply chain (paragraph 8).

5. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sharp in view of Bremers (US 6,901,380).

As to claim 18, Sharp discloses a method for a first organization to do business comprising; requiring a second organization to take an order for sales items on behalf of the first organization (i.e. supplier) (col. 3, lines 20-25); in response to a determination that the order includes a product distributed by a third organization sending an order for that product to the third organization (i.e. alternative supplier with available inventory) (col. 5, lines 29-55). Sharp does not explicitly disclose requiring the third organization to notify the first organization when the order exceeds a predetermined credit limit of the second organization. However, Bremers discloses processing business transactions, determining if the order exceeds a predetermined credit limit and presenting the transaction to a user for resolution (i.e. authorizing a higher credit limit) (col. 9, lines 10-20).

It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed in Bremers within Sharp for the motivation of a system that provides feedback representing purchase order or customer information changes (col. 2, lines 35-45).

#### **(10) Response to Argument**

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Applicant argues that Sharp does not disclose or suggest that the first organization receives payment directly from the customer. On page 5 of the Office action, the Examiner asserts that this limitation is met by Sharp and points to col. 4, lines 2-4 in support of this position. This portion of the Sharp reference is reproduced as follows:

information, all in stage 309. The credit card or other payment information submitted by the customer is verified and processed in stage 312. If verification for the payment

Although this excerpt from Sharp generally discusses credit card payment information, there is no disclosure or suggestion that the first organization receives payment directly from the customer as required by claim 1. Curie does nothing to remedy the inadequacy of Sharp.

Claim 1 further recites the following:

“requiring an organization other than said first organization to ship products not produced by said first organization to said customer;”

Sharp does not disclose or suggest that the first organization requires an organization other than said first organization to ship products not produced by said first organization. On page 5 of the Office action, the Examiner asserts that this limitation is met by Sharp and points to col. 4, lines 36-55 in support of this position. This portion of the Sharp reference is reproduced as follows:

“An airbill, packing slip and other shipment information are then generated by server computer 110 in stage 351 and an order ship timer for the supplier is started in stage 363. In stage 354, the supplier prints the airbill, packing slip and shipment confirmation information form using distributor computer 140 or manufacturer computer 130. All shipping materials generated in stages 351 and 354 reflect the owner of the website as the shipping party, regardless of the distribution channel actually used to ship the product, making the actual distribution channel conflict resolution process transparent to the user. The supplier then attaches the airbill and packing slip to the shipment in stage 357. The supplier completes the order

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confirmation form on the website in stage 360. Stage 366 then determines whether the supplier entered shipment confirmation information on for the product on time, in which case operation 300 proceeds to stage 372. Otherwise, a missed opportunity letter is sent to the supplier in stage 369 and stages 321-366 are repeated until the order is accepted and the corresponding product is shipped on time."

This portion of Sharp does not discuss products not produced by the first organization. Again, the Curie reference does nothing to remedy the inadequacy of Sharp.

Contrary to Applicant's arguments, Sharp discloses a credit card payment that customer can use to pay the first organization for products purchased from a second organization. Although, Sharp does not explicitly disclose such teaching but nothing from the disclosure prevents Sharp from receiving the payment directly from the customer. Furthermore, this is a well known feature for manufacturer to use a third party organization to ship products not produced by said third party organization. From the distribution channel disclosed by Sharp, there exists a third party shipping organization that actually ships products purchased by customer. The Examiner believes that such limitation is met by the disclosure of Sharp. Applicant further argues that Curie does not disclose entering into a contractual relationship with a second organization but clearly fig. 13 discloses such feature of the claimed invention. As long as there is a contract between the two organizations and in this case the contract is about a resource exchange between the two parties.

In response to applicant's argument that there is no basis for a teaching or suggestion in the prior art for combining elements, the fact that applicant has recognized another advantage which would flow naturally from following the suggestion of the prior art cannot be the basis for

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patentability when the differences would otherwise be obvious. See *Ex parte Obiaya*, 227 USPQ 58, 60 (Bd. Pat. App. & Inter. 1985).

**(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

/Ronald Laneau/

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SPE